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INTERSTATE COMMERCE COMMISSION

SUPPLEMENT NO. 1 to Conditional Sale Agreement No. 2 dated as of January 15, 1976, between Greenville Steel Car Company (hereinafter called the Builder) and First Security Bank of Utah, N.A., not in its individual capacity, but acting solely as Trustee under an Owner Trust Agreement dated as of the date hereof (hereinafter called the Trust Agreement with Northwestern National Bank of Minneapolis, First National Bank of Akron, The Detroit Bank and Trust Company and Borg-Warner Leasing Corporation (said bank, so acting, being hereinafter called the Vendee).

WHEREAS the Builder and the Vendee have entered into Conditional Sale Agreement No. 2 dated as of January 15, 1976 (hereinafter called the Conditional Sale Agreement); and

WHEREAS the parties hereto now desire to supplement the Conditional Sale Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Annex B to the Conditional Sale Agreement is deleted in full and Annex B-2 attached hereto is substituted therefor in accordance with the second Whereas clause of the Conditional Sale Agreement.
2. Except as amended hereby and by an analogous Supplement to Annex C hereto, the Conditional Sale Agreement, its Schedules, Annexes and Exhibits shall each remain unaltered and in full force and effect.

3. This Supplement may be executed in several counterparts, such counterparts together constituting but one and the same instrument, and shall be effective as of January 15, 1976. It shall not be necessary that any counterpart be signed by all the parties.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

GREENVILLE STEEL CAR COMPANY,

by

\_\_\_\_\_  
Vice President

FIRST SECURITY BANK OF UTAH, N.A.,  
not in its individual capacity,  
but solely as Trustee,

by

  
\_\_\_\_\_  
Authorized Officer

ANNEX B-2

Conditional Sale Agreement (No. 2)  
Supplement No. 1

<u>Number of Units</u>	<u>Description of Units</u>	<u>Lessee's Identifying Nos.</u>	<u>Cost Per Unit</u>	<u>Total Cost</u>
375	100-Ton Triple Hopper Cars	2826-3200 (both inclusive)	\$29,539.52*	\$11,077,320.00*

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\* An inspection charge of \$30 per car is included.

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GREENVILLE STEEL CAR COMPANY,

by

F.B. Ingram

Vice President

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